Held, that the action was maintainable, and that defendant could not set up the default of fellow-servant in defense.

The principle applicable seems to be correctly stated by the court as follows:

"Actions not penal, but for pecuniary damages for torts or civil injuries to the person or property, are transitory, and if actionable where committed, in general may be maintained in any jurisdiction in which the defeudant can be legally served with process. We think it well settled that, without regard to the rule which may obtain as to a cause of action which accrued under the laws of a separate and distinct nation, a right of action which has accrued under the statute of a sister State of the Union will be enforced by the courts of another State of the Union, unless against good morals, natural justice, or the general interest of the citizens of the State in which the action is brought. Dicey, Confl. Laws, pp. 667–669, par. 1; *Herrick* v. *Railway Co.*, 31 Minn. 11 (16 N. W. 413); *Dennick* v. *Railroad Co.*, 103 U. S. 11; *The Scotland*, 105 U. S. 29; *Railroad Co.* v. *Babcock*, 154 U. S. 190 (14 Sup. Ct. 978); *Higgins* v. *Railroad Co.*, 155 Mass. 176 (29 N. E. 534); *Walsh* v. *Railroad Co.*, 160 Mass. 571 (36 N. E. 584); *Burns* v. *Railroad Co.*, 113 Ind. 169 (15 N. E. 230); *Morris* v. *Railway Co.*, 65 Iowa, 727 (23 N. W. 143); *Leonard* v. *Navigation Co.*, 84 N. Y. 48; *Railway Co.* v. *Lewis*, 89 Tenn. 235 (14 S. W. 603); *McLeod* v. *Railroad Co.*, 58 Vt. 726 (6 Atl. 648)."

Where the cause of action is purely statutory (as for wrongful death), and action is brought in another State, see 3 Va. Law Reg. 607; *Stewart* v. *B. & O. R. Co.*, 168 U. S. 537; *Nelson* v. *C. & O. R. Co.*, 88 Va. 971.

Fire Insurance—Description—"While Contained In and Not Elsewhere."—Defendant insured plaintiff's fire engine, hose and apparatus, described as located in its engine-house, "while located and contained as described herein and not elsewhere." The engine and hose were destroyed by fire while being used in an effort to extinguish a fire at a point some distance from the engine-house. *Held*, that the loss was not covered by the policy. *Village of L'Anse* v. *Fire Asso. of Phila.* (Mich), 78 N. W. 465.

The descriptive language quoted is of comparatively recent adoption by the insurance companies. Formerly, the language usual in policies on personal property was "contained in," which was often accompanied by a printed condition prohibiting the removal of the property from the designated location. Under this form of policy, the accepted construction was that the policy ceased to cover the property as soon as removal occurred, save where the property was of such character that the ordinary purpose for which it was kept would require removal. For example, under such a form of policy, the insured was held liable for a carriage burned while away from the designated location, at a repair shop for necessary repairs: *Niagara Fire Ins. Co.* v. *Elliott*, 85 Va. 962; *McLuer* v. *Girard, etc. Ins. Co.*, 43 Iowa, 349 (22 Am. Rep. 249 and note); a seal-skin coat while at a furrier's for repairs. *Noyer* v. *Northwestern, etc. Ins. Co.*, 64 Wis. 415 (54 Am. Rep. 631); horses in a hotel barn, where the owner had stopped overnight: *Peterson* v. *Miss. Valley Ins. Co.*, 24 Iowa, 434 (95 Am. Dec. 748); and a horse killed by lightning while in a pasture adjacent to the designated stable: *Haws* v. *Fire Asso.*, 114 Penn. St. 431 (7 Alt. 139); but not furniture permanently removed to a new location: *Lyons* v. *Providence, etc. Ins. Co.*, 14 R. I. 109 (51 Am. Rep. 364).

The present language of the New York standard policy, "while located and contained as described herein and not elsewhere," is intended to obviate the effect of these decisions, and the ruling in the principal case gives effect to that intention. The reasoning, however, upon which the former construction was based, applies with but little less force to the new form, and we shall not be surprised to find many courts adhering to the former construction.

TRUSTS AND TRUSTEES — WRONGFUL CONVEYANCE — REMAINDERMAN — LACHES.—Land was conveyed to a trustee to be held "for the benefit of A during her natural life and at her death to the issue of A by her husband B," with power of sale and reinvestment on similar trusts, at the request of A in writing. Subsequently the trustee and the life-tenant united in a conveyance of a portion of the property to C, through whom, by several mesne conveyances, one of the defendants claimed title. The deed in question recited a consideration of $3,000 "to the said A (life-tenant) in hand paid." Subsequently the trustee wrongfully quit-claimed to the life-tenant and her husband the remaining portion, and contemporaneously therewith, she and her husband, in consideration of $3,500 'paid to the husband of A' (naming him) conveyed the same to another of the defendants. Some forty years after these transactions, the life-tenant died, whereupon the remaindermen instituted suit to recover the property—alleging that the trustee and life-tenant had committed a *devastavit* of the estate; that the conveyances aforesaid were not made for the purpose of reinvestment, and that the purchase money had been paid not to the trustee but to the life-tenant and her husband, and that the defendants and their predecessors in title were charged with notice thereof by the recitals in the deeds themselves. Defendants amongst other defenses set up the laches of the remaindermen. *Held*, that while ordinarily there can be no adverse possession against remaindermen, or laches in respect to their interest, until the falling in of the particular estate, yet in this case, the conveyances by the trustee, howsoever wrongful, carried full legal title to his grantees, thereby divesting the remaindermen of their title and creating an adverse possession against them in such grantees. *Robinson* v. *Pierce* (Ala.), 24 South, 984.

The decision seems right on principle. The opinion by Head, J., contains a masterly discussion of the questions (1) whether full legal title was in the trustee; (2) whether his wrongful conveyances, showing the breach of trust on their face, carried full legal title to the grantees; and (3) assuming that legal title passed, whether possession was adverse to the remaindermen, during the life of the particular tenant. Each is answered in the affirmative.

See in this connection *Taylor* v. *King*, 6 Munf. 358; *Harris* v. *Harris*, Id. 367; *Gibson* v. *Jones*, 5 Leigh. 370.

RES JUDICATA—SET-OFF, LARGER THAN PLAINTIFF'S CLAIM—RECOVERY OF SURPLUS.—Plaintiff sued defendant for money collected as attorney. Defendant pleaded a set-off larger in amount than the plaintiff's claim, but under the existing rules of practice, no recovery could be had over against the plaintiff for the surplus; and, under the instructions of the court, the jury allowed so much of the defendant's set-off as was necessary to extinguish the plaintiff's demand. In a subsequent suit by the same plaintiff against the same defendant on